INVITATION TO BID

COVER LETTER

ADDITIONAL INFORMATION BID #000475

PROCEDURE & BID SUBMISSION:

BIDDERS MUST PROPERLY COMPLETE AND SIGN BID, INCLUDING ALL REQUIRED ATTESTATIONS AND ADDENDA. ANY EXCEPTIONS TO THE ATTACHED TERMS AND CONDITIONS SHALL BE PRESENTED AT THE TIME OF THE BID SUBMISSION. NOTE THAT ANY EXCEPTIONS MAY RESULT IN A DISQUALIFIED BID IF THE AFOREMENTIONED EXCEPTIONS ARE IN CONFLICT WITH STATE GUIDELINES GOVERNING LSUHSC. BIDS MUST BE SIGNED BY A REPRESENTATIVE OF YOUR COMPANY AUTHORIZED TO ENTER INTO CONTRACTS ON BEHALF OF YOUR ORGANIZATION IN ACCORDANCE WITH LOUISIANA R.S. 39:1594

PLEASE REVIEW THE INVITATION TO BID DOCUMENT AS CHANGES WERE MADE TO THE FORMAT AND CONTENT, PAY SPECIAL ATTENTION TO PAGE 2, "STANDARD TERMS & CONDITIONS", NUMBER 9 "SIGNATURE AUTHORITY".

Lori A. Long
Purchasing Manager-LSUHSC Auxiliary Enterprises

LSUNO Auxillary	LSU	BIDS WILL BE PUBL	ICLY OPENED:
VENDOR NO. :	Health	August 26,20	21 02:00 PM
SOLICITATION : 000475	Sciences	Return Sealed Bid to	
OPENING DATE : 08/26/2021	Center	Purchasing Departme	
		433 Bolivar St	
		Room 623	
		New Orleans LA 7011	2
		BUYER :	Long, Lori
		BUYER PHONE :	504/568-4715
		DATE ISSUED :	08/05/2021
		REQ. NO :	0008157A
		FISCAL YEAR :	2022
From Req ID - 0008157A			
	To be Completed b	-	
BUSINESS NAME			
ADDRESSTAX ID NUMBER			
% CASH DISCOUNT FOR PROMPT PAYMENT IF MA LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND	CONSIDERED IN DET	ERMINING AWARDS. O	N INDEFINITE QUANTITY TERM
INSTRUCTION TO BIDDERS			
1. READ THE ENTIRE BID(INCLUDING ALL TERMS AND	CONDITIONS AND SP	ECIFICATIONS).	
DIVERSE SUPPLIER			
(A) SUPPLIER UNDERSTANDS THAT LSU, AS THE ST			
PROVIDING ENTREPRENEURIAL OPPORTUNITIES			
IS DEDICATED TO PROMOTING THE GROWTH AND HISTORICALLY UNDERUTILIZED BUSINESSES ("			
TO PARTICIPATE IN UNIVERSITY CONTRACTS.	DIARVOE DOSINESSE	S") BI PROVIDING U.	PPORTUNITIES
(B) IN SUPPORT OF THIS COMMITMENT, THE SUPPL	TED CHALL HIGE COO	ים ייסיםם מאג עידוגים מ	PPODTE TO
PROVIDE OPPORTUNITIES TO DIVERSE BUSINES			
ANOTHER CERTIFYING AGENCY IN A DIVERSE C			
THIS AGREEMENT.	,		
(C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LS	U WITH A LIST OF	DIVERSITY-OWNED BU	SINESSES
DURING EACH CONTRACT YEAR, THE LIST OF B	USINESSES SHOULD	IDENTIFY:	
(1) THE NAME OF THE BUSINESS;			
(2) ITS PRINCIPAL OFFICE OR ADDRESS;			
(3) THE OWNER(S); AND			
(4) THE SERVICES OR GOODS THAT IT MAY PR	OVIDE OR SUPPLY A	ND THE VALUE OF THE	E GOODS OR
SERVICES PROCURED FROM THE BUSINESSE	S INCLUDED ON SUP	PLIER'S LIST.	
(D) TO THE EXTENT THAT ANY FEDERAL OR STATE	LAW, RULE, OR REG	ULATION WOULD REQU	IRE THAT
THIS SECTION BE MODIFIED OR VOIDED, THE			
OR SEVERED FROM THE AGREEMENT WITHOUT AF	FECTING ANY OF TH	E OTHER TERMS OF THE	HE AGREEMENT.
0 N. D.D. DD. dD. d			
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN I		NS, ERASURES OR OTH	HER FORMS OF ALTERATION TO
UNIT PRICES SHOULD BE INITIALIZED BY THE BID	JEK.		
3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY	A PERSON AUTHORTZ	ED TO BIND THE VENI	DOR (See No.9).
	LE		DATE
FAX NUMBER:			
SIGNATURE OF AUTHORIZED BIDDER	NAME OF	BIDDER	
MUST BE SIGNED)	(TYPED (OR PRINTED)	

(MUST BE SIGNED)

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- 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.
- 5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.
- 6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.
- 7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:

BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9. SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

- (A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.
- (B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.
- (C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

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AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.

IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)

10. INQUIRIES:

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.

11. BID FORMS:

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12 STANDARDS OR QUALITY:

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.

13. DESCRIPTIVE INFORMATION:

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

14. BID OPENING:

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LIGHTS DURING NORMAL

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WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

15. AWARDS:

AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

16. PRICES:

UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

17. TAXES:

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

18. NEW PRODUCTS:

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

19. CONTRACT RENEWALS:

UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615

20. CONTRACT CANCELLATION:

TERMINATION FOR NONCOMPLIANCE:

LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT;
- (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION;
- (3) MISREPRESENTATION BY THE CONTRACTOR;
- (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE;
- (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW;
- (6) ANY OTHER BREACH OF CONTRACT.

FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE

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SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT

TERMINATION FOR CONVENIENCE:

LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.

21. DEFAULT OF CONTRACT:

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

22. ORDER OF PRIORITY:

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

23. APPLICABLE LAW:

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS:

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

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25. SPECIAL ACCOMMODATIONS:

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY:

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):

IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:

BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY, ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://SAM.GOV

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES (IF APPLICABLE):

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:

THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:

WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:

ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS: IN ACCORDANCE WITH L.A.C 34:I.535, UNSUC	CCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT ENVELOPE REQUESTING THIS INFORMATION.				
	ATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS BLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?				
YES SPECIFY THE LINE NUMBER (S) SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS ASSEMBLED					
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON	SEPARATE SHEET.)				
DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YESNONO					
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAU PREFERENCES SHALL NOT APPLY TO SERVICE CONTR					
HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIME SUBCONTRACTOR OF THE CONTRACTING ENTITY TO AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT AUDITORY OF THE TOTAL LAW. THE CONTRACTING ENTITY AND AN ARREST AND AUDITORY OF THE PROPERTY AND AN ARREST AUDITORY OF THE CONTRACTING ENTITY AND AN	AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL EKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS DIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL FER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.				

38. CONFIDENTIALITY: CONTRACTOR SHALL PROTECT FROM UNAUTHORIZED USE AND DISCLOSURE ALL INFORMATION RELATING TO THE STATE'S OPERATIONS AND DATA (E.G. FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL, ETC.) THAT BECOMES AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THIS CONTRACT. CONTRACTOR SHALL USE PROTECTING MEASURES THAT ARE THE SAME OR MORE EFFECTIVE THAN THOSE USED BY THE STATE. CONTRACTOR IS NOT REQUIRED TO PROTECT INFORMATION OR DATA THAT IS PUBLICLY AVAILABLE OUTSIDE THE SCOPE OF THIS CONTRACT; ALREADY RIGHTFULLY IN THE CONTRACTOR'S POSSESSION; INDEPENDENTLY DEVELOPED BY THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY

OBTAINED FROM THIRD PARTIES.

39. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

STANDARD TERMS & CONDITIONS	Page 9 of 10
NUMBER : 000475 OPEN DATE : 08/26/2021 TIME: 02:00 PM	BIDDER:

FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.

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PRICE SHEET	•			Page 10 of 10
NUMBER	: 000475		BIDDER:	
OPEN DATE	: 08/26/2021	TIME: 02:00 PM		

UNLESS SPECIFIED ELSEWHERE SHIP TO:

ATTN: Petros Christakis 1901 Perdido St Rm 4221 New Orleans LA 70112

ANKET CONTRACT FOR BELDEN BRAND ME CAT6 CABLE, JACKS, FACE PLATES, TCH CORDS AND PANELS FOR THE PERIOD SIX MONTHS FROM DATE OF AWARD. cify brand, model bid(if applicable) SEE ATTACHMENT "A" OF THE INVITATION TO BID FOR BID ITEMS, QUANTITIES AND SPECIAL TERMS. PLEASE PROVIDE PRICING ON PAGE 2 OF ATTACHMENT A.	1.00	LOT	Unit Price	Extended Amount
ME CAT6 CABLE, JACKS, FACE PLATES, TCH CORDS AND PANELS FOR THE PERIOD SIX MONTHS FROM DATE OF AWARD. cify brand, model bid(if applicable) SEE ATTACHMENT "A" OF THE INVITATION TO BID FOR BID ITEMS, QUANTITIES AND SPECIAL TERMS. PLEASE PROVIDE PRICING ON PAGE 2 OF	1.00	LOT		
BID FOR BID ITEMS, QUANTITIES AND SPECIAL TERMS. PLEASE PROVIDE PRICING ON PAGE 2 OF				
BID MUST BE RETURNED BY THE DUE DATE INDICATED. ALL RESPONSES RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED. BID SUBMITTALS MUST BE MADE VIA MAIL				
EXPRESS DELIVERY OR HAND DELIVERED TO - LSUHSC 433 BOLIVAR STREET PURCHASING ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG BID SUBMITTALS CANNOT BE RECEIVED				
BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. PLEASE ADDRESS ALL INQUIRIES VIA EMAIL TO LORI LONG - lcueva@lsuhsc.edu.				
AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED SIXTY (60) MONTHS.				
THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.				
	BE ACCEPTED. BID SUBMITTALS MUST BE MADE VIA MAIL, EXPRESS DELIVERY OR HAND DELIVERED TO - LSUHSC 433 BOLIVAR STREET PURCHASING ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG BID SUBMITTALS CANNOT BE RECEIVED ELECTRONICALLY (VIA EMAIL OR FAX) BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. PLEASE ADDRESS ALL INQUIRIES VIA EMAIL TO LORI LONG - lcueva@lsuhsc.edu. AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED SIXTY (60) MONTHS. THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE	BE ACCEPTED. BID SUBMITTALS MUST BE MADE VIA MAIL, EXPRESS DELIVERY OR HAND DELIVERED TO - LSUHSC 433 BOLIVAR STREET PURCHASING ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG BID SUBMITTALS CANNOT BE RECEIVED ELECTRONICALLY (VIA EMAIL OR FAX) BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. PLEASE ADDRESS ALL INQUIRIES VIA EMAIL TO LORI LONG - lcueva@lsuhsc.edu. AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED SIXTY (60) MONTHS. THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE	BE ACCEPTED. BID SUBMITTALS MUST BE MADE VIA MAIL, EXPRESS DELIVERY OR HAND DELIVERED TO - LSUHSC 433 BOLIVAR STREET PURCHASING ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG BID SUBMITTALS CANNOT BE RECEIVED ELECTRONICALLY (VIA EMAIL OR FAX) BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. PLEASE ADDRESS ALL INQUIRIES VIA EMAIL TO LORI LONG - lcueva@lsuhsc.edu. AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED SIXTY (60) MONTHS. THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE	BE ACCEPTED. BID SUBMITTALS MUST BE MADE VIA MAIL, EXPRESS DELIVERY OR HAND DELIVERED TO - LSUHSC 433 BOLIVAR STREET PURCHASING ROOM 623C NEW ORLEANS, LA. 70112 ATTN.: LORI A. LONG BID SUBMITTALS CANNOT BE RECEIVED ELECTRONICALLY (VIA EMAIL OR FAX) BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. PLEASE ADDRESS ALL INQUIRIES VIA EMAIL TO LORI LONG - lcueva@lsuhsc.edu. AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED SIXTY (60) MONTHS. THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE

ATTACHMENT A

INVITATION TO BID #000475

LSU Health Sciences Center Auxiliary Enterprises Network Wiring

Specifications

Brand Name Justification

<u>Brand Name Justification</u> for this bid has been approved by the LSUHSC Purchasing Department according to State Purchasing Rules and Regulations. No substitutions will be considered.

Quantities

The purpose of this bid is to establish pricing for a Blanket Contract for the purchase of Network Wiring supplies. The quantities indicated for each item are for projected use only and were determined by comparing past usage with anticipated future needs. Separate tracking purchase orders will be issued as projects are approved for implementation. No quantities are guaranteed.

Unit Pricing

Although some products may be sold in standard packs or lengths, pricing must be provided by the "foot" or "each" unless otherwise requested.

All or None

If it is determined to be in the best interest of LSUHSC to make an <u>All or None</u> award for this bid, the award will be determined in the following manner. The extended prices for each line item (based on projected usage) will be totaled and an award will be made to the overall lowest bidder.

Duration of the Bid

The initial award of this bid will be for a period of 6 months. Upon mutual agreement of LSUHSC and the successful vendor, the award of this bid may be renewed for nine additional 6 month periods providing pricing remains the same or is reduced. The total duration of the award will not exceed 60 months.

Normal Shipping & Delivery

Delivery must be made to any LSUHSC work site throughout the State of Louisiana within a specified number of days after receipt of order. Most orders will be delivered to LSUHSC, A.E. Network Wiring, 1901 Perdido St., New Orleans, LA 70112. Delivery requirements will be indicated on an item by item basis. Costs for meeting these delivery requirements must be borne by the winning bidder. All items must be bid with these shipping charges included in the pricing for each item and all orders will be F.O.B. destination. Normal shipping must not be listed as a separate item on the bid response or on any subsequent invoices.

Special Delivery

Special delivery charges such as overnight and rush charges will only be allowed when agreed to in advance by Auxiliary Enterprises personnel on a case by case basis. Under no circumstances are shipping charges to be marked up. These charges will be listed separately on purchase orders and <u>must</u> be listed separately on associated invoices.

Product Stock

A.E. Network Wiring installs and maintains systems involving Security and Life Safety. In order to allow for reasonable delivery times and product availability, vendor must stock all items included in this bid in a warehouse in the continental United States. Quantities of items to be stocked are indicated on an item by item basis.

Return Policy

The successful vendor must agree to replace, without additional cost, any item deemed defective by Auxiliary Enterprises personnel. All items must be returnable for credit within 15 days of receipt provided they are in new condition and packaged in the original carton.

Contract Cancellation

.LSU Health Sciences Center, Auxiliary Enterprises, Network Wiring installs and maintains the physical layer of the computer network infrastructure at LSUHSC. Failure to comply with any of the specifications of this bid will be cause for Auxiliary Enterprises to terminate a contract and award it to the next lowest bidder who can meet the specifications.

LSUHSC has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

LSUHSC reserves the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress

Items to be Bid

Normal shipping must be within 5 working days.

Belden 2413 Plenum CAT6, all colors, estimated quantity 70,000 fee CMP-00424IBDN-7RB-06 2413 BLUE CMP-00242IBDN-7RB-01 2413 WHITE CMP 00424IBDN-7RB-08 2413 ORANGE CMP-00424IBDN-7RB-05 2413 YELLOW CMP-00424IBDN-7RB-10 2413 PURPLE	Required stock: Required stock: Required stock: Required stock: Required stock:	5,000 feet 2,000 feet	\$	per foot
Belden 2412 Non-plenum CAT6, all colors, estimated quantity 10,00 CM-00424IBDN-7RB-06 2412 BLUE CM-00424IBDN-7RB-01 2412 WHITE	00 feet Required stock: Required stock:	2,000 feet	\$	_per foot
Belden AX10**** 1-port mod jack 8W8P UTP T568A/B Cat6 IP5 ke AX104193 BLUE AX104189 ORANGE AX104194 PURPLE AX104191 YELLOW AX103076 IVORY	Required stock: Required stock: Required stock: Required stock:		y: 400 \$	each
Belden RV6MJKU**-S1 REVConnect CAT6+ UTP, T568 A/B single RV6MJKUBL-S1 BLUE RV6MJKUOR-S1 ORANGE RV6MJKUPR-S1 PURPLE RV6MJKUIV-S1 IVORY RV6MJKUTY-S1 YELLOW	Required stock: Required stock: Required stock: Required stock:	ated quantity: 400 96 each / 4 packs 24 each / 1 pack 24 each / 1 pack 24 each / 1 pack 24 each / 1 pack		_ each
Belden RV****** REVConnect Accessories, estimated quantity = RV6FFPUBK18-S1 Flex plug 18in black RVAFPUBK-S1 10GX UTP Field Mount Plug black RVUCOEW-B50 REVConnect cores	Required stock: Required stock:		\$ \$ \$	each each each

Belden KeyConnect Stainless Steel Faceplates, estimated quantity 1 AX104231 2-port AX104232 4-port	0 of each plate Required stock: Required stock:		\$ each \$ each		
Belden AX1066** MediaFlex Angled Edge Faceplate Kit, KeyConne Single-gang, estimated quantity, 70 (2-port only for estimated AX106629 2-port GRAY AX106630 2-port ALMOND			\$each		
AX106633 4-port GRAY AX106634 4-port ALMOND			\$ each		
Double-gang, estimated quantity 10 AX106641 8-port GRAY AX106642 8-port ALMOND	Required stock: Required stock:		\$ each		
Belden KeyConnect Mediaflex Inserts (10/PK) 2-P, Angled Gray, estimated quantity 20 / 2 packs					
AX104483 GRAY	Required stock:	10 each / 1 pack	s \$ each		
Belden KeyConnect Blank Module Insert, all colors, estimated quant AX102261 ALMOND AX107026 GRAY	Required stock: Required stock:		\$ each		
Belden KeyConnect Side-Entry Boxes, with Shutter Door ID Window AX104133 Almond 2 port	v, estimated quant Required stock:		\$each		
Belden KeyConnect Empty Patch Panel, 24-Port, 1U Black unloaded, AX103114	estimated quantie Required stock:	•	\$ each		
Belden KeyConnect Empty Patch Panel, 48-Port, 2U Black unloaded, AX103115	estimated quantie Required stock:	•	\$each		
Belden KeyConnect Angled Patch Panel, 48-port, 2U Black unloaded, AX104601	, estimated quanti Required stock:		\$each		
Belden C6011**001 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, T568A/B-T568A/B 1ft, all colors, estimated quantity 10	, 24 AWG Solid, C	EMR,	\$each		
Belden C6011**003 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, T568A/B-T568A/B 3ft, all colors, estimated quantity 60	, 24 AWG Solid, C	EMR,	\$ each		
Belden C6011**005 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, T568A/B-T568A/B 5ft, all colors, estimated quantity 40	, 24 AWG Solid, C	MR,	\$ each		
Belden C6011**007 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, T568A/B-T568A/B 7ft, all colors, estimated quantity 160	, 24 AWG Solid, C Required stock		\$each		
Belden C6011**0010 CAT6+ Modular Patch Cord, UTP, Bonded-Pai T568A/B-T568A/B 10ft, all colors, estimated quantity 10	r, 24 AWG Solid,	CMR,	\$ each		
Belden C6011**0015 CAT6+ Modular Patch Cord, UTP, Bonded-Pai	r, 24 AWG Solid,	CMR,			

T568A/B-T568A/B 15ft, all colors, estimated quantity 10	\$ each
Belden C6011**020 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, 24 AWG Solid, CMR, T568A/B-T568A/B 20ft, all colors, estimated quantity 10	\$ each
Belden C6011**025 CAT6+ Modular Patch Cord, UTP, Bonded-Pair, 24 AWG Solid, CMR, T568A/B-T568A/B 25ft, all colors, estimated quantity 10	\$ each